

**SECOND AMENDEMNT TO INTERLOCAL AGREEMENT BY AND
BETWEEN
CITY OF FRISCO, TEXAS AND THE
FRISCO INDEPENDENT SCHOOL DISTRICT
(Public Safety Pre Plan Project)**

This Second Amendment to the Agreement ("Second Amendment") is made and entered into on this the _____ day of _____, 2009, by and between the City of Frisco, Texas ("Frisco"), a municipal corporation, and the Frisco Independent School District ("Frisco ISD"), a political subdivision of the state of Texas, hereafter collectively referred to as the "Parties."

WHEREAS, Frisco and Frisco ISD entered into an Interlocal Agreement for a collaborative tool to provide among other things, interactive pre-plan information, photographs, video feeds, school disaster recovery plans and Geographic Information System ("GIS") maps in the event of a school emergency in August 2008 (the "Agreement"); and

WHEREAS, Frisco and Frisco ISD entered into an amendment to the Agreement on October 8, 2009 ("First Amendment"); and

WHEREAS, Frisco and Frisco ISD desire to amend the Agreement and First Amendment by amending Article VIII, item 8.2 to address the need by Frisco to train employees upon implementation of the program.

NOW THEREFORE, consideration of the recitals set forth above, the parties agree as follows:

1. Frisco and Frisco ISD agree that Article VIII, item 8.2 shall be amended and read as follows:

"8.2. Frisco and Frisco ISD agree to use SAFER solely for emergency response to any Frisco ISD owned property. Frisco also has the right to use SAFER for demonstration, training, and readiness exercises so long as no educational records, including but not limited to videos with students, are accessed during this time."

2. The Parties agree that with the exception of the amended Article VIII, item 8.2, all other items and conditions of the Agreement and First Amendment are unchanged and shall remain in full force and effect. In the event of any conflict between this Second Amendment and the Agreement and/or First Amendment, the Second Amendment shall control.

IN WITNESS WHEREOF, the Parties enter into this Amendment on the date first written above.

CITY OF FRISCO, TEXAS

BY: _____
Name: _____
Title: _____

**THE FRISCO INDEPENDENT
SCHOOL DISTRICT**

BY: _____
Name: _____
Title: _____